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VIA ELECTRONIC FILING

**The Honorable Jocelyn G. Boyd
Chief Clerk/Administrator
Public Service Commission of South Carolina
101 Executive Center Drive
Columbia, South Carolina 29210**

RE: Petition of South Carolina Electric & Gas Company for Prudency Determination Regarding Abandonment, Amendments to the Construction Schedule, Capital Cost Schedule and Other Terms of the BLRA Orders for the V.C. Summer Units 2 and 3 and Related Matters, along with a Motion for Expedited Hearing; Docket No. 2017-244-E

Dear Ms. Boyd:

On December 15, 2017, in the above-referenced docket, the South Carolina Office of Regulatory Staff ("ORS") filed a letter with the Public Service Commission of South Carolina ("Commission") informing the Commission of ORS's "[b]elief that a Memorandum of Understanding ("MOU") exists between South Carolina Electric & Gas Company ("SCE&G") and the Westinghouse Corporation ("Westinghouse")" which allows Westinghouse to remove certain records from the V.C. Summer construction project site. ORS also stated that "SCE&G shared with ORS a MOU that documents SCE&G's willingness to allow the transfer of all records located at the Site, with the exception of Preventative Maintenance records which are to be retained on site for some period of time, to Westinghouse." ORS makes other statements in its letter leading up to its opinion that "[p]ossession of these materials needs to be maintained by SCE&G for the immediate future pending a final resolution of the issues currently pending before the Commission." The purpose of this letter is to provide the Commission with additional information concerning this matter.

At the ORS site visit on December 13, 2017, SCE&G personnel were under the impression that SCE&G had executed an MOU with Westinghouse concerning the transfer and storage of certain records; however, SCE&G has not executed an MOU with Westinghouse regarding this matter. Instead, on December 5, 2017, counsel for SCE&G, Santee Cooper, and Westinghouse reached an informal agreement by email

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on this issue, but that agreement has not been memorialized into a written, formal MOU executed by the parties.

As of the date of this letter, no records have been removed from the project site, and the records at the site will remain in the custody and control of SCE&G. Moreover, SCE&G has subsequently informed Westinghouse that it will not be allowed to remove any documents from the project site until SCE&G authorizes such removal (which SCE&G does not intend to allow at this time or in the foreseeable future) or a court of competent jurisdiction issues an order instructing SCE&G to release the documents to Westinghouse.

Based upon the foregoing, there is no need for the Commission to take any action in response to ORS's letter because SCE&G has adequately addressed ORS's concerns.

If you have any questions or need additional information, please do not hesitate to contact us.

Very truly yours,



K. Chad Burgess

KCB/kms

cc: **Joseph Melchers, Esquire**
Jeffrey M. Nelson, Esquire
(both via electronic mail and U.S. First Class Mail)